

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUAN ANASTICIO MARTINEZ, *individually and
on behalf of others similarly situated,*

Plaintiff,

-against-

647 BRONX CORP. (D/B/A KENNEDY
CHICKEN) and KHARULLAH MOHAMMAD,

Defendants.

Civil Action No. **1:24-cv-01615**

**OFFER OF JUDGMENT TO
PLAINTIFF PURSUANT TO RULE 68
OF THE FEDERAL RULES OF CIVIL
PROCEDURE**

TO: Catalina Sojo, Esq.
CSM Legal, P.C.
60 East 42nd Street, Suite 4510
New York, NY 10165
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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants 647 BRONX CORP. (D/B/A KENNEDY CHICKEN) and KHARULLAH MOHAMMAD, (collectively “Defendants”) hereby offer to allow judgment to be taken against them by JUAN ANASTICIO MARTINEZ, (“Plaintiff”) in the above-captioned action in the total sum of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), inclusive of reasonable attorneys’ fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiff’s claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action.

This judgment shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or

omissions of Defendants or any owner, employee, or agent, either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendants; nor is it an admission that Plaintiff has suffered any damages.

In order for Plaintiff to accept this offer, Plaintiff must serve written notice of acceptance upon Defendants within thirty (30) days after service of this Offer of Judgment. An offer not accepted within the specified period for acceptance will be deemed withdrawn.

As long as the Court enters judgment against Defendants, the sum total of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) shall be paid as follows:

1. Installment One: One Check for Five Thousand Dollars (\$5,000.00) made out to CSM Legal P.C., due no later than March 22, 2025.
2. Installments Two through Twenty-One: Twenty additional payments of One Thousand Dollars (\$1,000.00) each, paid via check made out to CSM Legal P.C., with each installment due 30 days after the due date of the preceding installment.

If Defendants fail to make the payment outlined above, Plaintiff will notify Defendants' counsel of the default via email shans@hansassociates.com. Defendants will then have seven (7) days from the transmission of the notice to cure the default. If Defendants fail to cure the default, Plaintiff will be entitled to enforce the judgment amount against Defendants, less any payments made. Upon final payment of the judgment amount, Plaintiff's counsel will file a satisfaction of Judgment and a Stipulation of Discontinuance with Prejudice.

Date: January 22, 2025
Long Island City, NY

Respectfully submitted,

/s/ Stephen D. Hans

Stephen D Hans, Esq.

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Attorneys for Defendants